

Sub-grant Agreement Template for projects

Reinforcing the AI4EU Platform by Advancing Earth
Observation Intelligence, Innovation and Adoption

AI

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CALL



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Sub-Grant Agreement

Number _____ - [Sub-Project ACRONYM]

This **Agreement** (“the Agreement”) for providing financial support to Selected Third Parties, is between the following Parties:

on the one part,

NATIONAL CENTER FOR SCIENTIFIC RESEARCH “DEMOKRITOS” (“NCSR-D”), established in Patriarchou Grigoriou E’ & 27 Neapoleos Street, 15341, Agia Paraskevi, Greece, VAT number: EL090085651, PIC 999978239, represented for the purposes of signing the Agreement by Director of NCSR “Demokritos” and Chairman of the Board, NOUNESIS Georgios, as the Consortium coordinator for the “**AI4Copernicus** project” (Grant Agreement N° 101016798), hereinafter referred as the “**Contractor**”.

and

on the other part,

1. **OFFICIAL NAME OF THE SELECTED THIRD PARTY (Acronym)**[Sub-project Leader], [field for legal status] organised under the laws of [Country], established in [ADDRESS – STREET, POSTCODE, CITY, COUNTRY], with VAT No [____], PIC [____], duly represented by [Legal Representative], [Legal Representative Position] .
2. **OFFICIAL NAME OF THE SELECTED THIRD PARTY (Acronym)** , [field for legal status] under the laws of [Country], established in [ADDRESS – STREET, POSTCODE, CITY, COUNTRY], with VAT No [____], PIC [____] duly represented by [Legal Representative], [Legal Representative Position].
3. **OFFICIAL NAME OF THE SELECTED THIRD PARTY (Acronym)**, [field for legal status]organised under the laws of [Country], established in [ADDRESS – STREET, POSTCODE, CITY, COUNTRY], with VAT No [____], PIC [____] duly represented by [Legal Representative], [Legal Representative Position],

hereinafter referred to as the **Selected Third Parties**.

Hereinafter the “**Contractor**” and the “**Selected Third Parties**” sometimes each individually referred to as “**Party**” or collectively as “**Parties**”.

Have agreed to enter into the Agreement relating to the Action entitled [Sub-Project NAME], hereinafter referred as the [Sub-Project ACRONYM] under the terms and conditions below.

WHEREAS:

- NATIONAL CENTER FOR SCIENTIFIC RESEARCH “DEMOKRITOS” (NCSR-D), ETHNIKO KAI KAPODISTRIAKO PANEPISTIMIO ATHINON (UoA), THALES ALENIA SPACE FRANCE SAS (TAS), INSTITUT EUROPEEN D’ ADMINISTRATION DES AFFAIRES (INSEAD), THALES SIX GTS FRANCE SAS (THA), EUROPEAN CENTRE FOR MEDIUM-RANGE WEATHER FORECASTS (ECMWF), CLOUDFERRO SP ZOO (CF), UNIVERSITÀ DEGLI STUDI DI TRENTO (UNITN), EUROPEAN UNION SATELLITE CENTRE (SATCEN), EQUINOR ASA (EQUINOR),



BLUE-SIGHT CONSEIL (BLUE-SIGHT) (hereinafter sometimes collectively referred as the “**AI4Copernicus Beneficiaries**” and individually and alternatively referred as a “**AI4Copernicus Beneficiary**”) participate to the H2020 project entitled “AI4Copernicus” (hereinafter the “**AI4Copernicus Project**”);

- The AI4Copernicus Beneficiaries entered into a Grant Agreement N° 101016798 with the European Commission (hereinafter the ‘**Grant Agreement**’ or ‘**GA**’) and signed together in 2021 the Consortium Agreement with respect to the AI4Copernicus Project (hereinafter the “**Consortium Agreement**” or “**CA**”).
- AI4Copernicus involves financial support to selected third parties through a cascade funding scheme (hereinafter “**Cascade Funding**”).
- Further to the [OC Number] open call for a small scale experiment/ Use Case project targeting technology advanced users, the Selected Third Parties have been selected to implement such [Sub-Project Name] Experiment/Use Case, as described in Appendix 1.
- The Agreement aims at defining the framework of rights and obligations of the Parties under the [OC Number] open call.
- The Selected Third Parties have received the favorable resolution by the AI4Copernicus evaluators and therefore are entitled to receive funding and services according to the terms and conditions set out under the Agreement.

By signing the Agreement the Selected Third Parties confirm that the eligibility conditions defined in the [OC Number] open call Guide for Applicants are met, accept the grant and agree to implement it under their own responsibility and in accordance with the Agreement, with all the obligations and conditions it sets out.

The Agreement is composed of:

Terms and Conditions

Appendix 1 [Sub-Project Name] Experiment/Use Case Contract

Appendix 2 Estimated Budget for the Action

Appendix 3 Technical Report Template

Appendix 4 Cost Report Template

Appendix 5 List of Eligible and Ineligible Costs

Appendix 6 Selected Third Party Financial Information

Appendix 7 Sub-Project Consortium Declaration & Selected Third Party Declaration of Honor

Appendix 8 SME Declaration



Terms and Conditions

1. Section: Definitions

1.1. Definitions

Words beginning with a capital letter shall have the meaning defined either herein or in the Rules for Participation or in the Grant Agreement including its Appendixes.

1.2. Additional Definitions

“Access rights”: Means rights to use results or background in accordance with the stipulations of the GA under the terms and conditions laid down in this Agreement.

“Agreement”: means this Funding Agreement with its Appendixes.

“Background”: Background is defined as data, know-how or information — whatever its form or nature (tangible or intangible), including any rights such as intellectual property rights — that is listed in Appendix 1 “[Sub-Project Name] Contract”:

- (i) is owned and controlled by a Party or an AI4Copernicus Beneficiary prior to the Effective Date; **or**
- (ii) is developed or acquired by a Party or an AI4Copernicus Beneficiary independently from the work in the [Sub-Project Name] even if in parallel with the performance of the [Sub-Project Name], but solely to the extent that such data, information, know-how and/or IPRs are introduced into the [Sub-Project Name] by the owning Party, **and**
- (iii) is needed to implement the Project or exploit the Result

“Defaulting Party”: Defaulting Party means a Party which the AI4Copernicus Beneficiaries have identified to be in breach of this Agreement as specified in Section 4 of this Agreement.

“Dissemination”: means the public disclosure of the results by any appropriate means (other than resulting from protecting or exploiting the Results), including but not limited to by means of scientific publication (in any medium).

“Exploitation”: means the direct or indirect utilisation of Results in further research activities other than those covered by the Sub-Project, or for developing, creating and marketing a product or process, or in creating and providing a service, or in standardisation activities.

“Financial Support”: means the cash element of the financial support to be given by the Contractor to the Selected Third Parties for the implementation of the Sub-Project as detailed in Appendix 1 [Sub-Project Name] Contract.

“Intellectual Property Rights Policy”: means the Policy set out at Section 5 of this Agreement.

[Sub-Project Name] means the experiment/use case detailed in Appendix 1 “_____” Contract to be carried out by AI4Copernicus Beneficiaries and the Selected Third Parties.

“Needed” means:



- (i) For the implementation of the [Sub-Project Name]:
Access Rights are Needed if, without the grant of such Access Rights, carrying out the tasks assigned to the recipient party would be technically or legally impossible, significantly delayed, or require significant additional financial or human resources.
- (ii) For Exploitation of own Results:
Access Rights are Needed if, without the grant of such Access Rights, the Exploitation of own Results would be technically or legally impossible.

“Results”: means any tangible or intangible output of the action, such as data, knowledge and information whatever their form or nature, whether or not they can be protected, which are generated in the action as well as any attached rights, including intellectual property rights.

“Software”: means sequences of instructions to carry out a process in, or convertible into, a form executable by a computer and fixed in any tangible medium of expression.

“Technical Expert” means either an expert external to the AI4Copernicus Consortium or an AI4Copernicus Partner except the Contractor, that is in charge of evaluating the deliverables submitted by the Selected Third Parties in execution of the Agreement and of authorizing the Contractor to proceed with the payment of the Financial Support to the Selected Third Parties when the deliverables have been accepted.

2. Subject of the Agreement

This Agreement sets out the rights and obligations and the terms and conditions applicable to the grant awarded to the Selected Third Parties for implementing the action entitled [Sub-Project Name] as described in Appendix 1.

2.1. Conditions from the Grant Agreement and the Consortium Agreement Reflected in the Agreement

The Contractor receives funding from the European Union for financially supporting the Selected Third Parties participating in the [Sub-Project Name]. Under the AI4Copernicus Grant Agreement or the Consortium Agreement, some of the obligations have to be imposed on the Selected Third Parties. Those obligations are reflected in this Agreement. The specific obligations that the Selected Third Parties must ensure are described in the Grant Agreement N° 101016798, in articles 6, 15, 22, 23, 35, 36, 38 and 46. These articles are part of the Agreement, by reference only.

The Selected Third Parties acknowledge and agree that these obligations comprised in this Agreement and in the GA are fully applicable to it and shall do everything that is necessary to comply with these obligations, it being understood that the Selected Third Parties are only bound by this Agreement and not by the GA or CA.

3. Action

The [Sub-Project Acronym] course is described in detail in Appendix 1.

3.1. Duration and Effective Date

The duration of the [Sub-Project Acronym] is fourteen (14) months starting from the date that it is signed by “NCSR-D” (the **Effective Date**) - the **Sub-Project Period**.



3.2. Estimated Budget

The ‘**estimated budget**’ breakdown for the action is set out in Appendix 2.

It contains the estimated eligible costs and the forms of costs, broken down by beneficiary and budget category.

The ‘estimated budget’ breakdown indicated in Appendix 2 may be adjusted — without an amendment of the Agreement — by transfers of amounts between Selected Third Parties, budget categories and/or forms of costs set out in Appendix 2, if the action is implemented as described in Appendix 1, **subject to the prior approval by the Contractor**. However, the Selected Third Parties may not add costs relating to subcontracts not provided in Appendix 1, unless such additional subcontracts are approved by the Contractor.

4. Grant

4.1. Maximum Grant

The maximum grant amount provided by the Contractor to the Selected Third Parties for the implementation of the [Sub-Project Name] is _____ EUR (Amount written in words), paid as a lump sum¹ following the conditions set out in this Agreement and its Appendixes.

The maximum grant amount per each Selected Third Party is _____ EUR .

The Selected Third Parties acknowledge that the “no double funding” rule applies to the awarded grant. “Double funding” means the situation where the same costs for the same activity are funded twice through the use of public funds. It is a fundamental principle underpinning the rules for public expenditure in the EU that no costs for the same activity can be funded twice from the EU budget. It is not allowed in any circumstances.

The Contractor shall provide Financial Support to the Selected Third Parties of the [Sub-Project Name], within the limits and in accordance with the schedule of payments specified in Article 7.3. of the Agreement.

The Grant received by the Selected Third Parties is owned by the European Union until the payment of balance for AI4Copernicus Project. The Contractor is a mere holder and manager of the funds.

4.2. Form of grant, reimbursement rates

The grant reimburses 100% of the eligible costs of the Selected Third Parties up to the maximum grant amount per Selected Third Party as indicated in Appendix 2.

Eligible costs (see Article 5 and Appendix ...) must be declared under the following forms ('forms of costs'):

- (a) direct personnel costs
- (b) other direct costs
- (c) direct costs for subcontracting: as actually incurred costs (actual costs)

¹ The lump sum is a simplified method of settling expenses in projects financed from Horizon 2020 funds. Under this method, the Challenge owner is not required to present strictly defined accounting documents to prove the cost incurred (e.g. invoices), but is obliged to demonstrate the implementation of the project in line with the budget and milestones set for the Project. The lump sum does not release the Challenge owner from the obligation to collect documentation to confirm the costs under fiscal regulation



(d) indirect costs: on the basis of a flat-rate applied as set

4.3. Final Grant Amount

The 'final grant amount' depends on the actual extent to which the action is implemented in accordance with the Agreement's terms and conditions.

This amount is calculated by the Contractor — when the payment of the balance is made in the following steps:

Step 1 — Application of the reimbursement rates to the eligible costs

The reimbursement rate(s) are applied to the eligible costs (actual costs, unit costs and flat-rate costs; declared by the Selected Third Parties and approved by the Contractor.

Step 2 — Limit to the maximum grant amount

If the amount claimed following Step 1 is higher than the maximum grant amount set out in Appendix 2, it will be limited to the latter.

Step 3 — Reduction due to the no-profit rule

The grant must not produce a profit.

Step 4 — Reduction due to substantial errors, irregularities or fraud or serious breach of obligations

In the event of a reduction, the Contractor will calculate the reduced grant amount for the Selected Third Party concerned by deducting the amount of the reduction (calculated in proportion to the seriousness of the errors, irregularities or fraud or breach of obligations) from the grant amount for the Selected Third Party.

Before reduction of the grant, the Contractor will formally notify a 'pre-information letter' to the Selected Third Party concerned:

- informing it of its intention to reduce the grant, the amount it intends to reduce and the reasons why and
- inviting it to submit observations within 30 days of receiving notification

If the Contractor does not receive any observations or decides to pursue reduction despite the observations it has received, it will formally notify confirmation of the reduction (if applicable, together with the notification of amounts due)

4.4. Revised final grant amount — Calculation

If — after the payment of the balance (in particular, after checks, reviews, audits or investigations; see Article) — the Coordinator rejects costs or reduces the grant, the corresponding GA articles apply for the calculation of the 'revised final grant amount' for the Selected Third Party concerned by the findings.

4.5. Recovery of undue amounts

The Coordinator will claim back any amount that was paid, but is not due under the Agreement in the event of:

- undue amount grants at payment of the balances;
- undue amounts grants after payment of the balances;



- after termination of the participation of a Selected Third Party;

Each Selected Third Party's financial responsibility in case of recovery is limited to its own debt.

4.5.1. Recovery at the payment of balances

Before recovery of undue amounts at the payment of balances, the Contractor will formally notify a 'pre-information letter' to the Selected Third Party concerned:

- informing it of its intention to recover, the amount due as the balance and the reasons why
- inviting it to submit observations within 30 days of receiving notification

If no observations are submitted or the Contractor decides to pursue recovery despite the observations it has received, it will confirm recovery and:

- pay the difference between the amount to be recovered and the amount retained for the Financial Support
- formally notify the Selected Third Party concerned a debit note for the difference between the amount to be recovered and the amount retained for the Financial Support, if the difference is negative. This note will also specify the terms and the date for payment.

If payment is not made by the date specified in the debit note, the Contractor will recover the amount:

- by offsetting it — without the Selected Third Party's consent — against any amounts owed to the Selected Third Party concerned by the Contractor.
- by drawing on the Financial Support.

4.5.2. Recovery after payment of balances

If, for a Selected Third Party, the revised final grant amount (see Article 5.4) is lower than its share of the final grant amount, it must repay the difference to the Contractor. The Contractor will formally notify a pre-information letter to the Selected Third Party concerned:

- informing it of its intention to recover, the due amount and the reasons why and
- inviting it to submit observations within 30 days of receiving notification.

If no observations are submitted or the Contractor decides to pursue recovery despite the observations it has received, it will confirm the amount to be recovered and formally notify to the Selected Third Party concerned a debit note. This note will also specify the terms and the date for payment. If payment is not made by the date specified in the debit note, the Contractor will recover the amount:

- by offsetting it — without the Selected Third Party's consent — against any amounts owed to the Selected Third Party's concerned by the Contractor or
- by drawing on the Financial Support

4.5.3. Recovery after termination of participation

If recovery takes place after termination of a Selected Third Party's participation (including the coordinator), the Contractor will claim the undue amount from the Selected Third Party concerned by formally notifying it a debit note. This note will specify the amount to be



recovered, the terms and the date for payment. If payment is not made by the date specified in the debit note, the Contractor will recover the amount:

- by offsetting it — without the Selected Third Party's consent — against any amounts owed to the Selected Third Party's concerned by the Contractor or
- by taking legal action or by adopting an enforceable decision under Article 299 of the Treaty on the Functioning of the EU (TFEU) and Article 79(2) of the Financial Regulation No 966/2012

5. Eligible and Ineligible Costs

By signing this Agreement the Selected Third Parties confirm that they meet the eligibility conditions defined in the [No] of Open Call Guide for applicants. The conditions for both eligible and ineligible costs are set out in the Appendix 5 of this Agreement. Costs declared by the Selected Third Parties that are ineligible will be rejected.

6. General Obligation to Inform and Keeping Records

- The Selected Third Parties must provide, during the implementation of the Project and 5 years from the date of the payment of balance of AI4Copernicus project, upon request of the Contractor or EU, any information requested in order to carry out:
 - a) the verification of proper implementation of the Sub-Project by the Selected Third Parties (including achievement of the agreed KPIs and milestones, lack of double funding, eligibility of costs);
 - b) the verification of compliance with the Selected Third Parties' obligations under the Agreement;
 - c) statistical analyses
- The Selected Third Parties shall make the supporting documentation available upon request or in the context of checks, reviews, audits or investigations.
- The Selected Third Parties must — for a period of five years after the payment of balance of AI4Copernicus project — keep records and other supporting documentation in order to prove the proper implementation of the action and the costs they declare as eligible.
- The Selected Third Parties must keep the original documents. Digital and digitised documents can be considered originals if authorised by the applicable national law. The beneficiaries must keep records according to article 18 of the GA and other supporting documentation on scientific and technical implementation of the action in line with the accepted standards in the respective field. The Contractor may accept copies of documents if it considers that they offer a comparable level of assurance.
- Each Selected Third Party must immediately inform the Contractor of any of the following:
 - a) events which are likely to affect significantly or delay the implementation of the action or the EU's financial interests
 - b) circumstances affecting:
 - the decision to award the grant or
 - compliance with requirements under the Agreement



7. Reporting – Payment Requests

7.1. Obligation to submit deliverables

The Selected Third Parties must submit the ‘deliverables’ identified in Appendix 1, in accordance with the timing

7.2. Obligation to submit reports

The Selected Third Parties shall carry out the tasks according to the schedule set forth in Appendix 1 [Sub-Project Name] and shall report to the Contractor on the activities’ progress in regular intervals as indicated in Appendix 1 “[Sub-Project Name]”. Such technical reports based on the template reproduced in Appendix 3 shall contain detailed information on the results generated by the Selected Third Party.

The Selected Third Parties must submit to the Contractor the technical and financial statements set out in the Appendixes 2 and 3.

The technical report (see Appendix 3) corresponding to each reporting period is submitted to the Contractor by the Sub-project Leader.

The Financial statements (see Appendix 2) corresponding to each reporting period are submitted by the Selected Third Parties, drafted in euro.

All reports (technical and financial reports, including financial statements) must be submitted in the language of the Agreement.

7.2.1. Reporting periods

The Sub-Project is divided into the following ‘reporting periods’:

- RP1: from month 1 to 5
- RP2: from month 7 to 12

7.3. Payments

The following payments will be made to the Contractor

- one **pre-financing payment**: 30% of the total
- one **interim payment**, 30% of the total against depending on the assessment outcome
- one **payment of the balance**, on the basis of the request for payment of the balance and up to the 40% of the total approved Grant of the Sub-Project

Payments of the approved Grant depend on:

- performing whole obligations mentioned in the Agreement and its Appendixes,
- full cooperation with AI4Copernicus Beneficiaries (i.e., AI4Copernicus Support Officers) in developing the [Sub-Project Name]
- positive interim and final Assessment outcome regarding the implementation of the [Sub-Project Name]

More specifically the Grant will be paid in instalments as follows:

Grant	CONDITIONS/TERMS	DATE
30%	Following the Agreement’s signed by all the Parties	M1
Up to 30%	<ul style="list-style-type: none"> ● Positive Interim Assessment outcome 	M7



	<ul style="list-style-type: none"> Approval by the Contractor of the following documentation submitted by the Selected Third Parties: <ul style="list-style-type: none"> Deliverables (if applicable) Technical Report (Appendix 3) Financial Statements (Appendix 2) <p>for the corresponding reporting period.</p>	
Up to 40%	<ul style="list-style-type: none"> Positive Final Assessment outcome Approval by the Contractor of the following documentation submitted by the Selected Third Parties: <ul style="list-style-type: none"> Deliverables (if applicable) Technical Report (Appendix 3) Financial Statements (Appendix 2) <p>for the corresponding reporting period Depending on the cumulative eligible costs per Selected Third Party and the max approved Grant amount.</p>	M16

No payment will be made by the Contractor if all the conditions set out in this article are not met or if no sufficient evidence document is presented by the Selected Third Parties.

7.3.1. Criteria for calculating the exact amount of financial support

7.3.1.1. *Interim Assessment*

The exact amount of the Positive Interim Assessment outcome will be as follows:

- Deliverable quality (30%).
- Technical performance indicators (30%).
- Business performance indicators (30%).
- Deadline Compliance (10%).

According with this final score:

- Best-in-class** having a score above 75% will successfully receive the next payment and be candidate to continue in the program.
- Behind the Best-in-class.** In the event the Selected Third Parties haven't reached the threshold will be reviewed by the Expert Advisory Board within 3 months after the interim assessment so as to take the final decision taking into account all possible objective reasons for underperformance (i.e. external factors which might have influenced the beneficiaries' performance). Those not passing this review will be invited to leave the AI4Copernicus Open Calls Program (their funding will not exceed 50% of the project budget)

7.3.1.2. *Final Assessment*

The exact amount of the Positive Final Assessment outcome will be as follows:

- The same criteria as in the interim assessment.
- a presentation video pitch so as to provide an overview of the [Sub-Project Name] and its accomplishments.

According with this final score:



- **Best-in-class (Graduates)** having a score above 75% will be awarded the Ai4Copernicus Trustmark in order to support and empower them further during the commercialisation process.
- **Behind the Best-in-class.** If the Selected Third Parties haven't reached the threshold, the Expert Advisory Board will take into account all possible objective reasons for underperformance (i.e. external factors which might have influenced the Selected Third Parties performance) and will provide suggestions for future improvement.

7.3.2. Bank accounts for payments

All payments will be made to the bank accounts provided by each Selected Third Party to the Contractor via its signed Selected Third Party Financial Identification Form (Appendix 5).

More specifically, the Selected Third Parties shall complete in a comprehensive manner Appendix 5 to the Agreement and shall notify any changes to the Contractor as soon as it has occurred. The Contractor shall not in any case be liable for any late payment incurred by a change in the financial identification of the Selected Third Parties.

Each Selected Third Party will provide a bank account denominated in euros; otherwise, the Party will bear the currency conversion costs.

Payments shall be considered to have been carried out on the date when they are debited from the Contractor account.

7.3.3. Costs of payment transfers

The cost of the payment transfers is borne as follows:

- the Contractor bears the cost of transfers charged by its bank;
- the Selected Third Party bears the cost of transfers charged by its bank;
- the Party causing a repetition of a transfer bears all costs of the repeated transfer.

8. Checks and Audits

8.1 The Selected Third Parties undertake to provide any detailed information, including information in electronic format, requested by the European Commission or by any other outside body authorised by the European Commission to check that the Sub-Project Name] Experiment/Use Case and the provisions of this Agreement are being properly implemented.

8.2 The Selected Third Parties must provide, within the deadline requested, any information and data related to the Project implementation (including information on the use of resources). All information provided must be accurate, precise, complete and in the format requested, including electronic format. The Commission may also request additional information.

8.3 The Selected Third Parties shall keep at the European Commission disposal all original documents, especially accounting and tax records, or, in exceptional and duly justified cases, certified copies of original documents relating to the Agreement, stored on any appropriate medium that ensures their integrity in accordance with the applicable national legislation, for a period of five years from the date of payment of balance of Ai4Copernicus project.



- 8.4 The Selected Third Parties agree that the European Commission may have an audit of the use made of the Financial Support carried out either directly by the European Commission staff or by any other outside body authorised to do so on its behalf. Such audits may be carried out throughout the period of implementation of the Agreement until the balance is paid and for a period of five years from the date of payment of the balance of Ai4Copernicus project. Where appropriate, the audit findings may lead to recovery decisions by the European Commission.
- 8.5 The Selected Third Parties undertake to allow European Commission staff and outside personnel authorised by the European Commission the appropriate right of access to the sites and premises of the Selected Third Parties and to all the information, including information in electronic format, needed in order to conduct such audits.
- 8.6 In accordance with Union legislation, the European Commission, the European Anti-Fraud Office (OLAF) and the European Court of Auditors (ECA) may carry out spot checks and inspections of the documents of the Selected Third Parties, and of any recipient of Cascade Finding, including at the premises of the Selected Third Parties, in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the inspection findings may lead to recovery decisions by the European Commission. The Articles 22 and 23 of the GA, also apply to the Selected Third Parties.
- 8.7 For on-the-spot checks/reviews/audits/investigations, the Challenge owner must allow access to its sites and premises, including to external persons or bodies, and must ensure that the information requested is readily available.
- 8.8 The Contractor may, during the implementation of the [Sub-Project Name] Experiment/Use Case and for five years from the date of payment of balance of Ai4Copernicus project, review the proper implementation of the [Sub-Project Name] Experiment/Use Case and its compliance with the obligations under the Agreement.
- 8.9 Checks/reviews/audits/investigations are in the language of the Agreement and will be formally notified to the Selected Third Party and will be considered to have started on the date of the formal notification.
- 8.10 Proceeding on behalf of the Contractor may be performed by any Ai4Copernicus Beneficiary.
- 8.11 In the case of the EC, OLAF, ECA, and any other authorised EU or national authority, their appropriate procedures might be applied.

9. Results

9.1. Ownership of Results

Results are owned by the Parties or the Ai4Copernicus Beneficiary that generates them.

9.1.1. Access Rights

- 9.1.1.1. For the purpose of this article 5.3, Background shall mean the Background as listed in the “[Sub-Project Name] Contract and validated by the Selected Third Parties for the concerned “[Sub-Project Name].
- 9.1.1.2. Due to provisions of the Consortium Agreement signed between the Ai4Copernicus Beneficiaries, Access Rights to Background and Results may be requested by the Selected Third Parties from an Ai4Copernicus Beneficiary only in the following case and if the following conditions are fulfilled:



9.1.1.2.a. Selected Third Parties have Access Rights to Background and Results if and when such Access Rights have been agreed upon on a case-by-case basis in a separate written agreement between the Selected Third Party/ies and the AI4Copernicus Beneficiar/ies concerned. Such separate agreement shall not affect any legitimate right of another AI4Copernicus Beneficiary nor violate any of the provisions as set out in the GA and/or CA. The separate agreement shall ensure that the other AI4Copernicus Beneficiaries have access to the Background and Results of the Selected Third Parties if Needed for the Implementation of the Project or Exploitation of its own Results.

9.1.1.2.b. Selected Third Parties which obtain Access Rights in return shall fulfil confidentiality obligations at least as stringent as the obligations stated in the Consortium Agreement to be arranged in a separate confidentiality agreement between the Selected Third Parties and the AI4Copernicus Beneficiaries concerned.

9.1.1.2.c. Access Rights may be requested by the Selected Third Parties up to twelve (12) month after the end of the “[Sub-Project Name], Experiment/Use Case.

9.1.1.3. The Selected Third Parties shall grant Access Rights on its Background and/or Results to the AI4Copernicus Beneficiaries as far as such Background and/or Results are Needed for the implementation of the “[Sub-Project Name], and/or the implementation of the AI4Copernicus Project.

9.1.1.3.1. Where any AI4Copernicus Beneficiary has Access Rights on the Selected Third Parties’ Results and/or Background for implementation of the “[Sub-Project Name] Experiment/Use Case, such Access Rights shall be granted on a royalty-free basis.

9.1.1.3.2. Where Access Rights on Results and/or Background of the Selected Third Parties are Needed by AI4Copernicus Beneficiaries in order to implement the AI4Copernicus Project:

9.1.1.3.2.a. Access Rights to the Selected Third Parties’ Results shall be granted on a royalty-free basis and shall comprise the right to sublicense such Results to the other Selected Third Parties participating in the AI4Copernicus Project;

9.1.1.3.2.b. Access Rights to the Selected Third Parties’ Background shall be granted only if such Background is Needed to use the Selected Third Parties’ Results to implement the AI4Copernicus Project. Such Access Rights shall be granted on a royalty-free basis, and shall comprise the right to sublicense such Background to the other Selected Third Parties participating in “[Sub-Project Name] under the AI4Copernicus Project:

9.1.1.3.2.b.i. as far as these other selected third parties Need to have access to such Background to use the Selected Third Parties’ Results to carry out their own “[Sub-Project Name] Experiment/Use Case under the Project;
and

9.1.1.3.2.b.ii. if no major interest opposes.

9.1.1.3.3. Where Access Rights on the Selected Third Parties’ Results and/or Background are Needed by AI4Copernicus Beneficiaries in order to exploit their Results, the



conditions on which Access Rights will be granted shall be negotiated between the Selected Third Parties and the AI4Copernicus Beneficiary concerned and agreed in a separate written agreement.

9.1.1.3.4. Access Rights may be requested by the AI4Copernicus Beneficiaries up to twelve (12) months after the end of the “[Sub-Project Name] Experiment/Use Case.

10. Promoting the AI4Copernicus Project - Visibility of EU Funding

- 10.1. The Selected Parties must promote the Project and its results, by providing targeted information to multiple audiences (including the media and the public) in a strategic and effective manner.
- 10.2. Before engaging in a communication activity expected to have a major media impact, the Selected Third Parties must inform the Contractor about it.
- 10.3. Any infrastructure, equipment and major results funded by the grant must display the EU emblem and [project name] Project logo:



and include the following text:

- *For communication activities:*
“This project has received funding from the European Union’s Horizon 2020 research and innovation programme within the framework of the AI4Copernicus Project funded under grant agreement No 101016798”.

- *For infrastructure, equipment and major results:*
“This [infrastructure][equipment][insert type of result] is part of a project that has received funding from the European Union’s Horizon 2020 research and innovation programme under grant agreement 101016798”.

When displayed together with another logo, the EU emblem must have appropriate prominence.

- 10.4. Any communication activity related to the Project must indicate that it reflects only the author’s view and that the EC is not responsible for any use that may be made of the information it contains.
- 10.5. The EC may use, for its communication and publicity activities, information relating to the Project, documents, notably abstracts for publication, as well as any other materials, such as pictures or audio-visual material related to the Beneficiary and received through the Contractor (including in electronic form).
- 10.6. If the EC's use of these materials, documents or information would risk compromising Beneficiary’s legitimate interests, the Beneficiary concerned may request the EC not to use them.



- 10.7. The EC's right to use the Beneficiary's materials, documents and information includes:
- a. use for its own purposes (in particular, making them available to persons working for the EC or any other EU institution, body, office or agency or body or institutions in EU Member States; and copying or reproducing them in whole or in part, in unlimited numbers);
 - b. distribution to the public (in particular, publication as hard copies and in electronic or digital format, publication on the internet, as a downloadable or non-downloadable file, broadcasting by any channel, public display or presentation, communicating through press information services, or inclusion in widely accessible databases or indexes);
 - c. editing or redrafting for communication and publicity activities (including shortening, summarising, inserting other elements (such as meta-data, legends, other graphic, visual, audio or text elements), extracting parts (e.g. audio or video files), dividing into parts, using in a compilation),
 - d. translation,
 - e. giving access in response to individual requests under Regulation No 1049/200152, without the right to reproduce or exploit;
 - f. storage in paper, electronic or other form;
 - g. archiving, in line with applicable document-management rules, and
 - h. the right to authorise third parties to act on its behalf or sub-license the modes of use set out in Points (b), (c), (d) and (f) to third parties if needed for the communication and publicity activities of the EC.
 - i. If the right of use is subject to rights of a third party (including personnel of the Beneficiary), the Beneficiary must ensure that it complies with its obligations under this Agreement (in particular, by obtaining the necessary approval from the third parties concerned).

10.8. Where applicable (and if provided by the Beneficiary), the EC will insert the following information: "© — [year] — [name of the copyright owner]. All rights reserved. Licensed to the [[name of the Agency] and the] [European Union (EU)] [Euratom] under conditions."

11. Gender Mainstreaming

The Selected Third Parties must take all measures to promote equal opportunities between men and women in the implementation of the action. They must aim, to the extent possible, for a gender balance at all levels of personnel assigned to the action, including at supervisory and managerial level

12. Conflict of Interest

The Selected Third Parties must take all measures to prevent any situation where the impartial and objective Agreement performance is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other shared interest (conflict of interest). In particular, no-conflict of interest rule applies in relations between the Selected Third Parties and each of the AI4Copernicus Consortium partners.



The Sub-project Leader shall formally and promptly notify the Contractor of any situation which constitutes or is likely to lead to a conflict of interests and shall immediately take all necessary steps to rectify the situation.

The Contractor may verify that the measures taken are appropriate and may require additional measures within a specified deadline.

13. Confidentiality

13.1. All information in whatever form or mode of communication, which is disclosed by the Parties or an AI4Copernicus Beneficiary (the “Disclosing Partner”) to the other Parties or to any AI4Copernicus Beneficiary (the “Recipient”) in connection with the Project during its implementation and which has been explicitly marked as “confidential” at the time of disclosure, or when disclosed orally has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 calendar days from oral disclosure at the latest as confidential information by the Disclosing Parties, is “Confidential Information”.

13.2. The Recipients hereby undertake for a period of four (4) years after the end of the “[Sub-Project Name] Experiment/Use Case:

- not to use Confidential Information otherwise than for the purpose for which it was disclosed;
- not to disclose Confidential Information to any third party (other than to its Linked Third Parties and Subcontractors) without the prior written consent by the Disclosing Partner, wherein the Recipient must ensure that an arrangement is in place prior to such disclosure that subjects the Linked Third Parties and/or Subcontractors to provisions at least as strict as provided in this Section 10;
- to ensure that internal distribution of Confidential Information by a Recipient, its Linked Third Parties, Subcontractors shall take place on a strict need-to-know basis; and
- to return to the Disclosing Partner, or destroy, on request all Confidential Information that has been disclosed to the Recipients including all copies thereof and to delete all information stored in a machine-readable form to the extent practically possible. The Recipients may keep a copy to the extent it is required to keep, archive or store such Confidential Information because of compliance with applicable laws and regulations or for the proof of on-going obligations provided that the Recipient comply with the confidentiality obligations herein contained with respect to such copy for as long as the copy is retained.

13.3. The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees, its Linked Third Parties or third parties involved in the Project having access to Confidential Information pursuant to this Section and shall ensure that they remain so obliged, as far as legally possible, during and after the end of the AI4Copernicus Project and/or after the termination of the contractual relationship with the employee or third parties.

13.4. The above shall not apply for disclosure or use of Confidential Information, if and in so far as the Recipient can show that:



- the Confidential Information has become or becomes publicly available by means other than a breach of the Recipient's confidentiality obligations;
- the Disclosing Partner subsequently informs the Recipient that the Confidential Information is no longer confidential;
- the Confidential Information is communicated to the Recipient without any obligation of confidentiality by the third parties who is to the best knowledge of the Recipient in lawful possession thereof and under no obligation of confidentiality to the Disclosing Partner;
- the disclosure or communication of the Confidential Information is foreseen by provisions of the Grant Agreement;
- the Confidential Information, at any time, was developed by the Recipient completely independently of any such disclosure by the Disclosing Partner;
- the Confidential Information was already known to the Recipient prior to disclosure without any confidentiality obligation to the Disclosing Partner, or
- the Recipient is required to disclose the Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, subject to the provision Section 10.7 hereunder.

13.5. The Recipient shall apply the same degree of care with regard to the Confidential Information disclosed within the scope of the Project as with its own confidential and/or proprietary information, but in no case less than reasonable care.

13.6. Each Party shall promptly advise the other Parties or the concerned AI4Copernicus Beneficiary in writing of any unauthorised disclosure, misappropriation or misuse of Confidential Information after it becomes aware of such unauthorised disclosure, misappropriation or misuse.

13.7. If any Party becomes aware that it will be required, or is likely to be required, to disclose Confidential Information in order to comply with applicable laws or regulations or with a court or administrative order, it shall, to the extent it is lawfully able to do so, prior to any such disclosure:

- notify the Disclosing Partner, and
- comply with the Disclosing Partner's reasonable instructions to protect the confidentiality of the information.

14. Communication between the Parties

Unless stated otherwise, communication under the Agreement (requests, submissions, formal notifications etc.) must be made in writing and bear the number of the Sub-Grant Agreement. For the purposes of this Agreement, the written form shall be deemed to include e-mail communication sent to the e-mail addresses indicated below.

Parties appoint the following persons authorised to communicate:

- for the Selected Third Parties
 - Selected Third Party # 1 - authorised person – name and email
 - Selected Third Party # 2 - authorised person – name and email
 - Selected Third Party # 3 - authorised person – name and email
- for the Contractor: [authorised person – name and email]



Change of contact persons and/or their email addresses does not constitute an amendment to the Agreement.

Communications are considered to have been made when they are sent by the sending party (i.e. on the date and time they are sent through email).

15. Liability

15.1 The Selected Third Parties shall comply with all applicable laws, rules and regulations applying in its country, including, but not limited to safety, security, welfare, social security and fiscal laws, rules and regulations.

15.2 Selected Third Parties shall not be entitled to act or to make legally binding declarations on behalf of the Contractor or any other AI4Copernicus Beneficiary and shall indemnify all of the latter from any third-parties claim resulting from a breach of these obligations.

15.3 The contractual liability of the Contractor under this Agreement shall in any case be limited to the amount of the Financial Support provided to the Selected Third Parties hereunder and the Contractor. The Contractor shall not in any case be liable for any indirect or consequential damages such as:

15.3.1. loss of profits, interest, savings, shelf-space, production and business opportunities;

15.3.2. lost contracts, goodwill, and anticipated savings;

15.3.3. loss of or damage to reputation or to data;

15.3.4. costs of recall of products; or

15.3.5. any other type of indirect, incidental, punitive, special or consequential loss or damage.

15.4. This limitation of liability shall not apply in cases of willful act or gross negligence.

15.5. The Selected Third Parties shall fully and exclusively bear the risks in connection with the “[Sub-Project Name]” for which Financial Support is granted by the Contractor. The Selected Third Parties shall indemnify the AI4Copernicus Beneficiaries and the Contractor for all damages, penalties, costs and expenses which the AI4Copernicus Beneficiaries or the Contractor as a result thereof would incur or have to pay to the European Commission or any third parties with respect to such “[Sub-Project Name]” financially supported and/or for any damage in general which the AI4Copernicus Beneficiaries or the Contractor incur as a result thereof. In addition, should the European Commission have a right to recovery against the Contractor or another AI4Copernicus Beneficiary regarding the Financial Support granted under this Agreement, the Selected Third Parties shall pay the sums in question in the terms and the date specified by the Contractor. Moreover, the Selected Third Parties shall indemnify and hold the AI4Copernicus Beneficiaries and the Contractor, their respective officers, directors, employees and agents harmless from and against all repayments, loss, liability, costs, charges, claims or damages that result from or arising out of any such recovery action by the European Commission.



15.6. In respect of any information or materials (including Results and Background) supplied by one Party to another Party or to an AI4Copernicus Beneficiary, or by an AI4Copernicus Beneficiary involved in the applicable “[Sub-Project Name]” to a Party, no warranty or representation of any kind is made, given or implied as to the sufficiency, accuracy or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore,

- the recipient shall in all cases be entirely and solely liable for the use to which it puts such information and materials (including Results and Background), and
- there is no liability in case of infringement of proprietary rights of a third party resulting from any Access Rights.

16. Termination

16.1. The Contractor can terminate this Agreement with immediate effect through written notice to the Selected Third Parties:

- if the Selected Third Parties are in breach of any of its material obligations under this Agreement, which breach is not remediable, or, if remediable, has not been remedied within thirty (30) days after written notice to that effect from the parties not in breach,
- if, to the extent permitted by law, the Selected Third Parties are declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with its creditors, has suspended business activities, or is the subject of any other similar proceeding concerning those matters, or
- if the Selected Third Parties are subject to an Event of Force Majeure, which prevents the Selected Third Parties from correct performance of its obligations hereunder and such circumstances have lasted or can reasonably be expected to last more than 3 months.

16.2. The termination will take effect on the day specified in the written notice. This date must be after the notification.

16.3. Access Rights granted to the Selected Third Parties shall cease immediately upon the effective date of termination.

17. Miscellaneous

17.1. The Parties will not sign Appendix 1, and the terms of this Agreement (for the sake of clarity this includes Appendix 1) will not be effective, until the Contractor has received written confirmation from each Selected Third Party that it agrees to their content. This written confirmation can be given by each Selected Third Party sending by email or facsimile to the Contractor. Once each written confirmation is given by each Participating Platform Partner, any ancillary agreements, amendments, additions or modifications to this Agreement shall be made in writing and signed by the Parties, but will only become effective after the Contractor has received written confirmation from each Selected Third Party that it agrees to their content, such written confirmation to be given in the manner set out at the above paragraph.

17.2. The Selected Third Parties’ consistent level in its respective field of expertise played a key role in the selection of the Selected Third Parties to implement the [Sub-Project



- Name] Experiment/Use Case. Any total or partial transfer of provisions and the rights and duties it entails in the prior formal approval of all signatories.
- 17.3. Any subcontract by the Selected Third Parties concerning some of its tasks under this Agreement requires the prior written consent of the Contractor and does not affect its own obligations resulting from this Agreement. The Selected Third Parties shall secure that the subcontractor will comply with all obligations – especially coming from the GA, and with regard to confidentiality – resulting from this Agreement and that the results attained by the subcontractor will be available in accordance with Section 5.
- 17.4. This Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the Parties. However, this Agreement or the participation of one or more Parties to it may be terminated in accordance with the terms of this Agreement.
- 17.5. If any provision of this Agreement is determined to be illegal or in conflict with the applicable law, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective provision which is economically equivalent. The same shall apply in case of a gap.
- 17.6. This Agreement shall be governed by and construed in accordance with the laws of Belgium.
- 17.7. Any disagreement or dispute which may arise in connection with this Agreement and which the Parties are unable to settle by mutual agreement will be brought before the courts of Brussel, Belgium.

Done in two or three originals, one for each Party.



**Authorised to sign on behalf of NATIONAL CENTER FOR SCIENTIFIC RESEARCH
“DEMOKRITOS” (NCSR-D),**

Signature:

Name: _____

Title: Director of NCSR “Demokritos” and Chairman of the Board

Date:



Authorised to sign on behalf of SELECTED THIRD PARTY.....

Signature:

Name: _____

Title:

Date:



Authorised to sign on behalf of SELECTED THIRD PARTY.....

Signature:

Name: _____

Title:

Date:



Authorised to sign on behalf of SELECTED THIRD PARTY.....

Signature:

Name: _____

Title:

Date:



Appendix 1: [Sub-Project Name] Experiment/Use Case

Appendix 2: Estimated Budget for the Action

Appendix 3: Technical Report Template

Appendix 4: Costs Report Template

Appendix 5: List of Eligible and Ineligible Cost

Appendix 6: Selected Third Party Financial Information

Appendix 7: Sub-Project Consortium Declaration & Selected
Third Party Declaration of Honor

Appendix 8: SME Declaration

The logo for AI4 Copernicus, featuring the text 'AI4' in a light blue color above the word 'copernicus' in a white, lowercase sans-serif font.

AI4
copernicus

OPEN CALLS

find more information at ai4copernicus-project.eu